



STATE OF ALABAMA

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 10-R-2213036

REQ. AGENCY : 012063  
ALDOT - MAINT BUREAU  
AGENCY REQ. NO. : G13-003011  
T-NUMBER :  
DATE ISSUED : 10/23/09  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1419019  
BUYER NAME : JAERI ELLIS

FOR: MMS SOFTWARE/IMPLEMENT

BUYER PHONE NO. : (334) 242-7259-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 11/10/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 11/12/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

COURIER

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

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INVITATION TO BID

OPEN DATE : 11/12/09 TIME: 10:00 AM

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 09/18/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX  
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED  
BID RECEIVED LATE  
BID NOT SIGNED/NOT ORIGINAL SIGNATURE  
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION  
NOTARIZED OWN SIGNATURE  
REQUIRED INFORMATION NOT SUBMITTED WITH BID  
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

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INVITATION TO BID

#### INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

#### ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

#### INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

#### SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

#### INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

#### BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

#### FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

#### BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

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INVITATION TO BID

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AWARD:

THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

AWARDS:

PRIOR TO MAKING AN AWARD, THE STATE RESERVES THE RIGHT TO BENCHMARK ANY SYSTEM BID AGAINST THE SPECIFICATIONS GIVEN IN THE SOLICITATION. THE VENDOR HAS TEN (10) DAYS FROM THE DATE OF THE STATE'S REQUEST TO FURNISH A DEMONSTRATION OF THE SYSTEM OFFERED IN THE BID AT A SITE DESIGNATED BY THE STATE.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES. DO NOT SHOW FREIGHT AS A SEPERATE COST.

PERFORMANCE GUARANTEE:

VENDOR WILL FURNISH WITHIN TEN STATE WORKING DAYS AFTER NOTIFICATION OF AWARD, A PERFORMANCE GUARANTEE IN THE AMOUNT SPECIFIED BELOW AS A GUARANTEE TO PROVIDE GOODS OR SERVICES SPECIFIED IN THE BID. IT SHALL BE MADE PAYABLE TO THE STATE OF ALABAMA AND CAN BE A CASHIER'S CHECK, OTHER TYPE BANK CERTIFIED CHECK (PERSONAL/COMPANY CHECKS ARE NOT ACCEPTABLE), BANKS OR POSTAL MONEY ORDER OR SURETY BOND ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF ALABAMA. IRREVOCABLE LETTER OF CREDIT AND CERTAIN U.S. NOTES AND BONDS MAY BE ACCEPTED WHEN APPROVED BY DIVISION OF PURCHASING AT LEAST 24 HOURS PRIOR TO BID OPENING. REFERENCE THE BID NUMBER ON THE GUARANTEE. THE DIVISION OF PURCHASING WILL BE THE CUSTODIAN OF THE PERFORMANCE GUARANTEE. THE PERFORMANCE GUARANTEE WILL BE RETURNED UPON COMPLETION OF THE WARRANTY PERIOD.

PERFORMANCE GUARANTEE AMOUNT: TOTAL AMOUNT OF THE ACQUISITION AND IMPLEMENTATION COST.

AGREEMENT PERIOD:

ESTABLISH A 12 MONTH AGREEMENT WITH AN OPTION TO ISSUE A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH AGREEMENT WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH AGREEMENT, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH AGREEMENT EXPIRES. ANY SUCCESSIVE AGREEMENT MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN TEN (10) DAYS FROM RECEIPT OF REQUEST.

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

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RETURN DATE: 11/10/09 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 012063 / 012M01 ALDOT - MAINT BUREAU MAINT. ENGINEER 1409 COLISEUM BLVD. MONTGOMERY AL 36110					
00001	COMMODITY CODE: 920-07-053518 ACQUISITION AND IMPLEMENTATION OF AN OFF THE SHELF MMS SOFTWARE SOLUTION INCLUDING APPLICATION HOSTING SERVICES AND SOFTWARE MAINTENANCE.	1	EA		

PER THE PROVIDED DETAILS

\*\* PLACE TOTAL COST FOR \*\*  
\*\* ACQUISITION AND IMPLEMENTATION \*\*  
\*\* IN THE UNIT PRICE COLUMN AT \*\*  
\*\*\*\* THE RIGHT \*\*\*\*

\*\*\*\*\*

NOTICE:  
ONLY THOSE VENDORS WHO HAVE  
SUCCEFULLY COMPLETED THE PRE-  
QUALIFICATION PROCESS MAY RESPOND  
TO THIS BID.

\*\*\*\*\*

PAGE TOTAL

BID TOTAL

**State of Alabama  
Department of Transportation**



**Maintenance Management System  
Invitation to Bid  
for  
ITB 10-R-2213036**



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# 1 Introduction

## 1.1 Scope Summary

In order to implement its performance-oriented maintenance management business model, ALDOT wishes to engage in a contract with the selected Bidder to meet the following general requirements, which are further detailed below:

- Acquisition of an off-the-shelf MMS software solution
- Implementation services for transitioning to the selected MMS solution
- Application hosting services during the implementation period
- Software maintenance of the proposed solution.

## Scope Details

### 1. Software Acquisition

- The licensing of an MMS application solution that is maintainable and viable for a minimum of ten years. This MMS application must include planning, budgeting, scheduling and work management and tracking functionality. It must also include a transportation asset inventory capability to serve as the repository for ALDOT's linear and point assets on the state's transportation network. The proposed software solution must meet all mandatory requirements identified in this ITB through either the Bidder's off-the-shelf solution via configuration, or via software customizations which must be itemized and cost-estimated by the Bidder. This will include:
  - Initial MMS application licensing costs
  - One-time customization costs, including interface development as defined in this document.

### 2. Implementation Services

- All Bidder implementation services required for the successful implementation of the proposed MMS solution in the ALDOT environment.
  - This includes, but is not limited to, Bidder project management resources, business analysts, application configuration specialists, database developers and administrators, application developers and specialists, and client-integration team members.

### 3. Application Hosting Services

- Bidder-supplied application hosting services from the project design phase through the completion of the system testing phase of the project. A hosted approach minimizes impact on ALDOT Computer Services resources until





required for production migration, and ensures the isolation of any application issues to the Bidder environment.

- This hosted environment is for the purpose of conducting application functional reviews at predetermined critical review points throughout the design and development phases of the project.

#### 4. Software Maintenance

- Ongoing annual application maintenance for application support for the off-the-shelf software solution and any custom components required to meet mandatory requirements. This includes providing future version upgradability assurance for any customizations required to meet mandatory requirements.

Bids must address all of the above cost categories to be considered responsive and compliant. Sub-contractors may be used to meet these requirements. In cases where subcontractors will be utilized, the bid must reference the subcontractors as the primary resource for the meeting of that requirement, as noted in section 2.8. The State of Alabama has the right to reject all bids.

## 1.2 Contract Type and Duration

The final contract entered between the State of Alabama and the successful Bidder will be a fixed price contract to cover software acquisition – including all customization efforts necessary to meet mandatory requirements and implementation services.

The approved timeline for the contract begins at contract inception and is based on the following estimated schedule:

- Eighteen (18) month implementation period
- Twelve (12) month warranty period
- After the warranty period, software maintenance may be purchased at the discretion of the State of Alabama

In response to this Invitation to Bid, an annual application maintenance cost will be provided by the selected Bidder for the eight (8) consecutive years directly following the go-live of the proposed system. **The annual application maintenance cost is provided solely for the purpose of analyzing anticipated lifecycle costs and the ten-year total cost of ownership for the proposed system. The annual application maintenance agreement will not be considered part of the contract between selected Bidder and the State of Alabama.**

## End of Section 1



## 2 General Requirements and Information

### 2.1 ITB Schedule

Exhibit 2-1 outlines the schedule that the State has established for this ITB.

**Exhibit 2-1: RFQ Schedule**

Activity	Target Date
Issue ITB	10/26/09
Deadline for questions	10/29/2009 at 3:00 P.M. CDT
State's written response to ITB questions from Bidders	11/03/2009
ITB submissions due	11/10/09 at 5:00 P.M. CDT
Target date for determining lowest compliant bidder and awarding contract	11/20/09

### 2.2 ITB Contact Information

Questions of a procedural nature and copies of all questions to the Technical Contact should be directed to:

Ms. Jaeri Ellis  
State of Alabama  
Dept. of Finance  
Div. of Purchasing  
100 N Union St Suite 192  
Montgomery, AL 36130  
E-mail: [Jaeri.ellis@purchasing.alabama.gov](mailto:Jaeri.ellis@purchasing.alabama.gov)

Any questions that arise concerning technical data in this RFQ must be submitted in writing to:

Mr. Stacey N. Glass, P.E.  
State of Alabama  
Department of Transportation, Maintenance Bureau  
Management & Training Division  
1409 Coliseum Blvd  
Montgomery, Alabama 36110  
E-mail: [glasss@dot.state.al.us](mailto:glasss@dot.state.al.us)

Questions must be submitted before 3:00 p.m. CDT on Thursday, October 29, 2009. Answers to these questions will be provided via email and US Mail by Tuesday, November 3, 2009.

From the date of issuance of this ITB until the selection of a Bidder is announced, all questions concerning any part of this ITB shall be directed to the point of contact listed above. It is not permissible for any Bidder, or any entity working on behalf of a Bidder, to solicit information regarding this ITB from any government source (Federal or State) other than the official point of



contact listed above. Any unauthorized solicitations for information that are reported are grounds for disqualification of the Bidder's Proposal. There will be no communication with State staff prior to the ITB closing date or while the bids are under evaluation.

## 2.3 Contract Terms and Conditions

The contract between the State and a Bidder will follow the format specified by the State and contain the terms and conditions set forth in this ITB. The contents of this ITB, as revised and/or supplemented, and the successful Bidder's bid will be incorporated into and become part of the contract.

## 2.4 Prohibition of Bidder Terms and Conditions

A Bidder may **not** submit any contract terms and conditions in response to this ITB other than the standard software licensing agreement outlined in Section 3. If a bid contains such terms and conditions, the State, at its sole discretion, may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

## 2.5 Response Preparation and Bid Submission

### **Bid Preparation Costs**

The State shall **not** pay any costs associated with the preparation, submittal, or presentation of any bid.

### **Bid Submittal**

A minimum of eight (8) copies of each bid response must be submitted (Original and 7 copies). One copy of the bid response must be provided on a CD-ROM at the time of bid submission.

## 2.6 Bid Offer Firm

Responses to this ITB, including bid prices, will be considered firm for one hundred eighty (180) days after the date identified as the Deadline for Submitting a Bid.

## 2.7 Incorrect Bid Information

If the State determines that a Bidder has submitted in his bid response incorrect information which the Bidder knew or should have known was materially incorrect, that bid shall be determined non-responsive and the bid shall be rejected.



## 2.8 Sub-Contractors

All major subcontractors have been previously identified in the Bidder's response to the RFQ for this project. The State will enter into contract with the primary Bidder only. The primary Bidder shall be wholly responsible for the entire performance whether or not subcontractors are used.

The Contractor may not transfer or assign any portion of the contract without prior, written approval from the State.

## 2.9 Conflict of Interest

Bidder shall not contract with an individual who is, or within the past two years has been, an employee of the State of Alabama. An individual shall be deemed a State employee until such time as all salary, termination pay and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a State employee holds a controlling interest shall be considered to be a contract with said individual and shall be prohibited.

## 2.10 ITB Amendment and Cancellation

The State reserves the unilateral right to amend this ITB in writing at any time. The State also reserves the right to cancel or reissue the ITB at its sole discretion. Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance Division of Purchasing. Bidders respond to the written ITB and any exhibits, attachments, and amendments.

## 2.11 Disclosure of Bid Contents

Upon submission, all bids become the property of the State of Alabama. Upon contract award, all information contained in the bids will become public information.

## 2.12 News Releases

News releases pertaining to this acquisition may be made only with prior written consent and approval of the text by the State of Alabama Department of Transportation Maintenance Bureau.

## 2.13 Performance Guarantee

The State of Alabama requires that the Bidder provide evidence of a performance guarantee for the total amount of the proposed contract. The performance guarantee may be in the form of a performance bond or other form of performance guarantee deemed acceptable by the State of Alabama.

The Bidder may include the price of the performance guarantee with its ITB proposal. The cost must be shown as a separate line item Attachment 1. The performance guarantee must be



procured at the Bidder's expense prior to the execution of the contract and may be invoiced to State of Alabama after contract initiation only if itemized in the Cost Summary section of the ITB response and in the executed contract.

No contract resulting from this ITB will be valid until the required performance guarantee has been received and found to be in proper form and amount. The Bidder agrees that the State has the right to request payment for a partial amount or the full amount of the performance guarantee should the products/services being procured hereunder not be provided in a manner consistent with this ITB and the Bidder's proposal by the delivery dates agreed upon by the parties. Any demand for payment made by the State must be honored within fifteen (15) working days of notification. The performance guarantee shall remain in place for the entire contract period and shall not be released until completion of the contract or until the warranty period has expired, whichever occurs last.

## 2.14 Source Code Escrow

The Bidder, at its own expense, will warrant that a machine-readable copy of the source code is in the custody of an independent escrow agent (the "Escrow Agent"). Bidder will provide documentation suitable to State of Alabama of this escrow agreement. The most recent revision of the source code shall be deposited with the Escrow Agent annually. Bidder shall register the State of Alabama as a qualified recipient of the source code entitled to receive a copy of the source code only if all of the following conditions occur: a) Bidder or any successor to all or substantially all of Bidder's business becomes dissolved and ceases to do business; b) the State of Alabama has a current license to use the Software; and c) the State of Alabama has signed a Source Code Release Agreement limiting transferability and assignment rights of the State of Alabama for the source code. In these circumstances, Bidder shall be deemed to have granted the State of Alabama a nonexclusive, nontransferable license to use the machine-readable copy of the source code to support its internal use of the software under the provisions of this Agreement. The fees of any third-party escrow agent subject to this section shall be borne by the Bidder.

## 2.15 Warranty Period

There will be a warranty period of twelve (12) months from the date the MMS application is deployed in production status to accommodate a full maintenance cycle in the new software. During this period, the Bidder will correct at its own expenses any defects the State identifies in the off the shelf software, customizations required to meet mandatory requirements, data conversion programs, interface programs or other services provided by the Bidder under this ITB

## 2.16 Sufficient Appropriation

Any contract awarded as a result of the ITB process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the Bidder will effect such termination. The chosen Bidder will accept the State's decision as to whether sufficient appropriations and authorizations are available.



## 2.17 Bid Awards and Governing Law

This procurement and any agreement with Bidder that may result shall be governed by the laws of the State of Alabama.

The State may award a contract by accepting the lowest responsible bid that meets all the specifications for all services required by this ITB. The State reserves the right to incorporate standard State of Alabama contractual provisions into any agreement executed as a result of any bid submitted in response to this ITB. Appropriate State contract laws, terms and conditions will apply, including a limitation on the term of the Contract to two years (24 months), including renewal periods. The agreement will be reviewed by legal counsel of the State of Alabama as to legality of form and compliance with State laws and the terms and conditions of this ITB.

## 2.18 End of Contract

Upon termination or at the end of the resulting Contract, the Successful Bidder will work with any future Bidder selected by the State to perform related official functions on the State's behalf.

## **End of Section 2**



### **3 Bid Format and Content**

#### **3.1 Response Preparation and General Bid Format**

##### **General Bid Format Requirements**

3.1.1.1 Bids should be prepared simply and economically and provide a straightforward but complete description of the Bidder's capabilities to satisfy the requirements of this ITB. Emphasis should be on completeness and clarity of content.

3.1.1.2 Bidders should follow all formats and address all portions of the ITB set forth herein providing all information requested. Bidders may retype or duplicate any portion of 'the ITB Technical Requirements document for use in responding to the ITB, provided that the bid clearly addresses all of the State's information requirements. *Bidders must not retype or reformat any portion of the official Invitation to Bid document.*

3.1.1.3 Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Bid.

3.1.1.4 Bids should not contain extraneous information. All information presented in a Bid should be relevant in response to a requirement of this ITB, should be clearly labeled and, if not incorporated into the body of the Bid itself, should be referenced to the appropriate place within the body of the Bid. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

3.1.1.5 Bids should be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All bid pages should be numbered, sections should be tabbed and bids should be bound.

#### **3.2 Certification of Compliance**

The Bidder must provide a written certification and assurance of the Bidder's compliance with all elements listed below in the form of a Certification of Compliance letter.

- a. The letter must state whether the Bidder or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Alabama) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the Bidder. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- b. The letter must state that the Bidder complies with
  - The laws of the State of Alabama;



- Title VI of the federal Civil Rights Act of 1964;
  - The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- c. The letter must be signed by a company officer empowered to certify the Bidder's compliance with these elements.

### 3.3 Required Services

Required services consist of the following elements, all of which must be accounted for in the bid response:

- Maintenance Management and Asset Inventory software that is compliant with all requirements
- MMS Implementation Services
- MMS Hosting Services through system testing
- Software maintenance

Each of these elements was sufficiently described in the Request for Qualifications document issued prior to the ITB process.

### **End of Section 3**





## 4 Evaluation Process

The State intends to award the bid to the lowest compliant Bidder by conducting a Cost Evaluation, which is described in further detail below.

### 4.1 Cost Evaluation

The cost proposals of all Bidders deemed responsive through the technical evaluation process described above will be opened. It is the State's intention to award to the lowest compliant bidder based on this process.

The Bidder is required to submit all project cost information in the spreadsheet format provided in this ITB as Attachment 1 and Attachment 2. The Bidder must break down costs by fiscal year, which runs from October 1 – September 30 (e.g., FY10 = October 1, 2009 – September 30, 2010.)

The cost proposal will include all costs related to the implementation of the MMS including:

- Software licensing costs, including initial licenses required for development and implementation and production licenses
  - The State of Alabama intends to pay for licensing costs of the MMS software necessary to support the initial development and implementation of the software upon the successful installation and configuration of the software in the Bidder-hosted environment, as verified against the ALDOT requirements. The State intends to pay for the remainder of the licensing costs associated with the production system upon system go-live.
  - The State of Alabama requests each Bidder to provide cost information for two licensing alternatives as follows:
    - Named-User/Concurrent-User licensing model
    - Enterprise Licensing Model
- Customization costs required to meet mandatory requirements
- Interface development costs
- Other Implementation services costs
  - This will include, but not be limited to, configuration, project management, design, and training costs.
  - Costs will be broken down by project category and fiscal year in Attachment 1.



- Annual software licensing and software maintenance costs, including the cost of supporting all customizations required to meet mandatory requirements as part of the Bidder's upgradeable off-the-shelf solution
- Implementation services associated with software upgrade in post-production Year 4.
  - The Bidder must provide an estimated cost for the Bidder-provided implementation services required to accomplish a software upgrade in post-production Year 4. This cost estimate is provided solely for the purpose of assessing the ten-year total cost of ownership for the proposed system. The costs associated with this upgrade will not be considered part of the contract between selected Bidder and the State of Alabama.
- At the option of the Bidder, costs associated with obtaining the required performance bond may be detailed in the cost summary
- Supplemental costs associated with ALDOT staff.
  - ALDOT is prepared to provide the following staff to augment the implementation of the MMS and Asset Inventory System:

Role	Annual Availability for Project
Steering Committee	As needed
DMG Program Manager	1000 hours
ALDOT Program Manager	250 hours
ALDOT Project Coordinator	800 hours
Computer Services Program Manager	250 hours
Computer Services DBA	250 hours
Computer Services System Specialist	500 hours
Maintenance Staff (Div/Dist Level)	As needed for the pilot and UAT

- In addition to the resources listed above, ALDOT will provide sufficient business and technical resources for the following activities:
  - Performing User Acceptance Testing of the system.
  - Preparing for and attending Train-the-Trainer and Power User training sessions.
- If the Bidder requires additional ALDOT staff for the implementation of the system, the Bidder must estimate the number of additional hours required and provide a cost quotation for those services in Attachment 1 as follows:
  - Business resource at a loaded rate of \$60/hr.
  - Technical resource at a loaded rate of \$65/hr.



- Other costs
  - Any costs not categorized above must be detailed in this section.

The Bidder is required to use the milestone-based payment schedule based on the template provided in Attachment 2. The proposed payment schedule must account for all costs associated with the project, including software configuration and customization costs, if required. The deliverable names may be modified by the Bidder to fit their development and implementation methodology as required.

The State of Alabama will withhold a 10% retainage for each payment milestone. Retainage will be paid to the Bidder upon the successful completion of the contract warranty period.

## **End of Section 4**

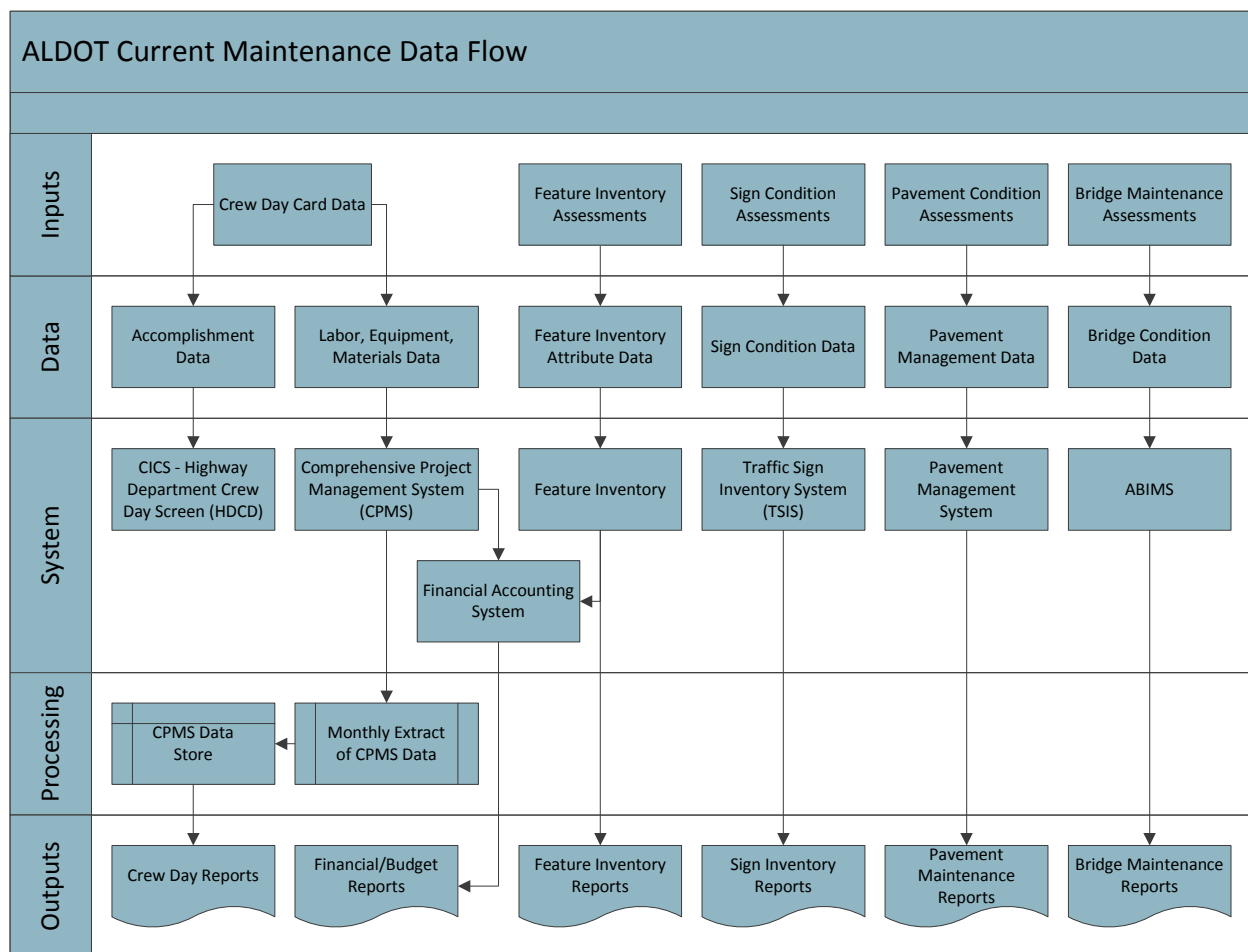


## 5 Interfaces

Interfacing the new MMS and Asset Inventory System with existing ALDOT systems is critical to the success of the implementation. In some cases, current ALDOT systems will be replaced by the new MMS or Asset Inventory System. Data migration is required for each interface and for each system that will be replaced by the new system.

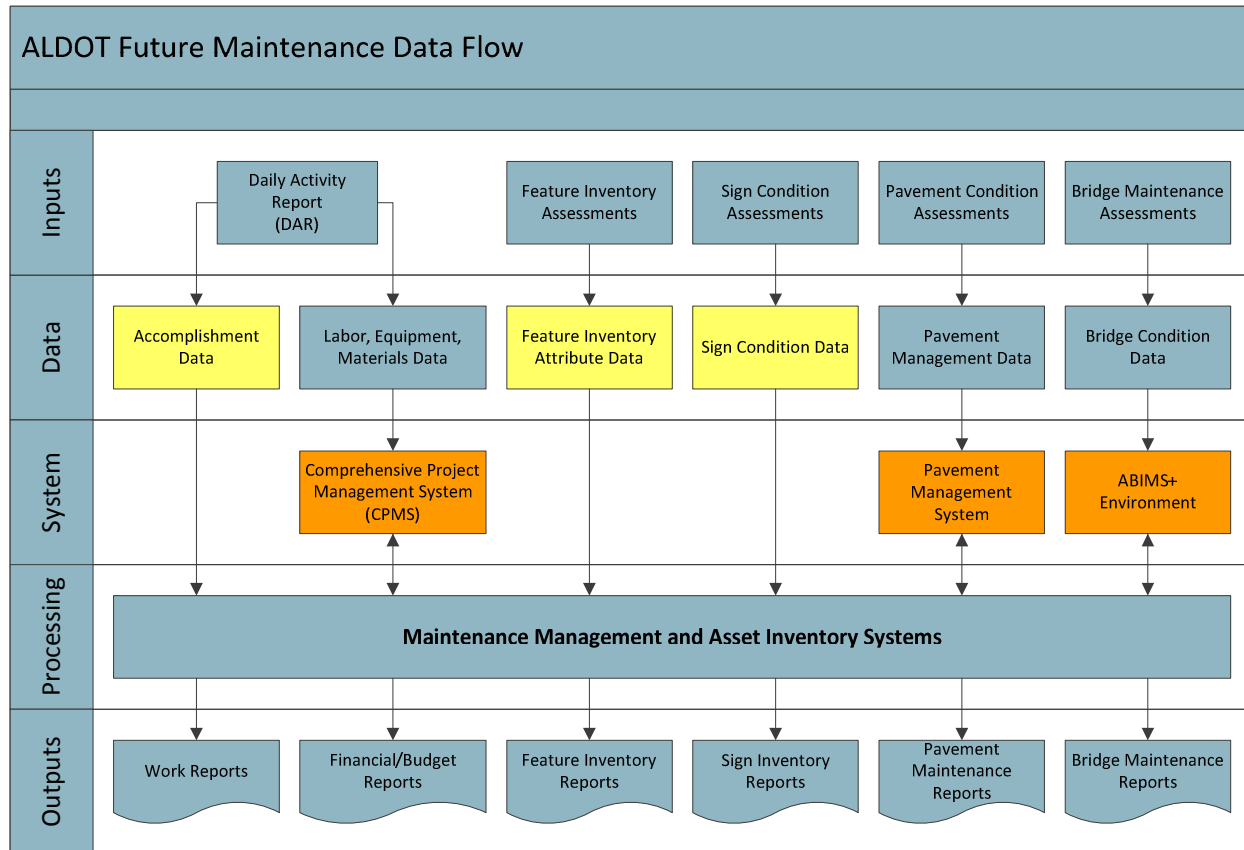
Exhibit 5-1 depicts the current ALDOT maintenance data flow. Exhibit 5-2 shows the future data flow for the new MMS and Asset Inventory System environment.

**Exhibit 5-1: ALDOT Current Maintenance Data Flow**





**Exhibit 5-2: ALDOT Future Maintenance Data Flow**



The orange boxes represent interfaces that will need to be developed by the Bidder. The yellow boxes represent current ALDOT systems that will be replaced by the new MMS and Asset Inventory System and will require data migration prior to system go-live. The specific requirements for each interface are detailed in Exhibit 5-3. The Bidder is required to provide cost data for the development of system interfaces in Attachment 1.



### Exhibit 5-3: ALDOT Maintenance Management Application Interface Requirements

Req #	Functional Requirements	Comments
	<b>System Interfaces/Exchanges</b>	
C.1	Provide capability for using interface data to determine actual cost of work performed on daily work reports or work orders by interfacing with the following ALDOT systems for the purpose of obtaining hourly rates for employees and equipment and current unit costs for materials:	
	<b>Labor Data</b>	
C.1.1	Automatically generate data output for electronic transmittal to ALDOT's CPMS for all employees reporting time through MMS.	
C.1.2	Provide capability for linking to ALDOT's CPMS to transfer employee hours charged for each payroll cycle, or be capable of exporting an extract of such data in a format compatible with ALDOT's CPMS.	
	<b>Equipment Data</b>	
C.2.1	Automatically generate data output for electronic transmittal to ALDOT's CPMS for equipment usage.	
C.2.2	Automatically accommodate data input via electronic transmittal from ALDOT's CPMS for equipment rates.	
	<b>Materials Data</b>	
C.3.1	Automatically generate data output for electronic transmittal to ALDOT's CPMS for materials usage.	
C.3.2	Automatically accommodate data input via electronic transmittal from ALDOT's CPMS for materials cost.	
	<b>Pavement Management System</b>	
C.4.1	Provide capability for linking with ALDOT's pavement management systems to report work accomplishment and costs incurred and to receive notification on planned work and needs.	



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C.4.2	Provide the following accomplishment data components to the Pavement Management System:	
C.4.2.1	Cost of work performed	
C.4.2.2	Overlay thickness	
C.4.2.3	Route	
C.4.2.4	Beginning MP (to be converted to lat/long)	
C.4.2.5	Ending MP (to be converted to lat/long)	
C.4.2.6	Directionality (when only one side of a divided highway may have received work)	
C.4.3	Automatically accommodate data input via electronic transmittal from ALDOT's PMS for planned work and needs.	
	<b>Bridge Management System</b>	The future environment for the BMS, known as ABIMS+, will include Pontis and components of the current ABIMS.
C.5.1	Provide capability for linking with ALDOT's bridge management systems to report work accomplishment and costs incurred and to receive notification on planned work and needs.	
C.5.2	Specific to the Bridge Management System interface, provide the following:	
C.5.2.1	Cost of work performed	
C.5.2.2	Type of work performed	
C.5.2.3	Bridge identification number	
C.5.2.4	Directionality (when only one side of a divided bridge may have received work)	
C.5.3	Automatically accommodate data input via electronic transmittal from ALDOT's BMS for planned work and needs.	
	<b>GIS Interface</b>	ALDOT GIS Environment: Oracle Spatial 9i (new development being conducted in Microsoft SQL Server), ARCGIS 9.2 Desktop, Visual Basic 2005-developed applications, MICROStation/Bentley CADD workstations.
C.6	Integrate with ALDOT's GIS environment to enable the following functionality:	



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C.6.1	Provide the capability to spatially map a specific asset from the asset inventory. While looking at detailed information about an individual asset within the MMS software, the user must be able to see the location of the asset displayed spatially.	
C.6.2	Provide the capability to spatially map a tabular list of assets meeting a specific set of selection criteria from the MMS software. The user must be able to enter a set of search criteria in the MMS software and obtain a tabular list of assets meeting those criteria. The user must then be able to see the location of the assets displayed spatially.	
C.6.3	Provide the capability to view the results of any ad-hoc query in the MMS spatially.	
C.6.4	Provide the capability to print as a map any results which are spatially displayed within the software.	
C.6.5	Provide the capability to snap individual assets to existing Linear Referencing Systems (LRS), where applicable.	
	<b>Other</b>	
C.7.1	Support pre-interface and post-interface reconciliation.	Requirement for all interfaces
C.7.2	The MMS must convert the activity-based budgets to line-item budgets for accounting purposes based on predefined ALDOT accounting codes.	While this requirement refers to functionality of the system, interfaces will be required to apply this conversion

**End of Section 5**





## Attachment 1 – Cost Summary

Bid Component	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	Total	Costing Assumptions
Software licenses			X	X	X	X	X	X	X	X		Includes implementation licenses and production licenses.
Customization required to meet mandatory requirements			X	X	X	X	X	X	X	X		Costs must be included in Attachment 2.
Interface development			X	X	X	X	X	X	X	X		Costs must be included in Attachment 2.
Other implementation services			X	X	X	X	X	X	X	X		
Annual software maintenance	X	X										
Implementation services associated with software upgrade in post-production Year 4.	X	X	X	X	X		X	X	X	X		
Performance guarantee		X	X	X	X	X	X	X	X	X		
Supplemental ALDOT Staff			X	X	X	X	X	X	X	X		
Other costs			X	X	X	X	X	X	X	X		Bidder must breakout other costs not categorized above
Annual Total Cost of Ownership:												

End of Attachment 1



Attachment 2 – Proposed Payment Schedule Detail

Deliverable	Proposed Cost	Percent of Total Cost	Milestone
Project Work Plan	\$	%	Design  (10%)
Project Management Plan	\$	%	
Initial training on the MMS off-the-shelf software for the core team	\$	%	
Completion of design workshops and the initial MMS Configuration and Design document	\$	%	
System Configuration and Design documentation signoff	\$	%	
Milestone Total:	\$	10 %	
Interface/Data Conversion Plan	\$	%	Development and Configuration  (15%)
Unit tested interfaces	\$	%	
Unit tested data conversion programs	\$	%	
Application and report customization	\$	%	
Application configuration completion	\$	%	
Milestone Total:	\$	15 %	
System Test Plan	\$	%	System Testing  (15%)
Interface installation/application integration	\$	%	
System test signoff	\$	%	
Milestone Total:	\$	15 %	
User Acceptance Test Plan	\$	%	User Acceptance  (30%)
Pilot Plan	\$	%	
Application integration in UAT environment	\$	%	
User Acceptance Test signoff	\$	%	
Configured software acceptance/Pilot signoff	\$	%	
Milestone Total:	\$	30 %	
Training Plan	\$	%	Production and Support  (30%)
Established production environment	\$	%	
User Training	\$	%	
Production Cutover/MMS Go-Live	\$	%	
Completion of Production Support Period	\$	%	
Milestone Total:	\$	30 %	
Total Cost of Deliverables	\$	(100%)	(100%)
Total Retainage (10%)	\$		

End of Attachment 2